

O. Bid Requirements and Information

Note: All of the requirements and information in this section pertain to each separate proposal for each county submitted by the Proposer. e.g. for each county award which Proposer seeks to contest, it must submit a separate appeal.

1. Nonresponsive proposals

In addition to any condition previously indicated in this RFP, the following occurrences **may** cause DHS to deem a proposal nonresponsive.

- a. Failure of a Proposer to:
 - 1) Meet DVBE participation goals or to demonstrate that a substantial Good Faith Effort (GFE) was made to meet those goals.
 - 2) Meet proposal format/content or technical proposal requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
 - 3) Pass the Required Attachment / Certification Checklist review (i.e., by not marking "Yes" to applicable items or by not appropriately justifying, to DHS' satisfaction, all "N/A" designations).
- b. If a Proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
- c. If a Proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
- d. If DHS discovers, at any stage of the bid process or upon contract award, that the Proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
- e. If other irregularities occur in a proposal response that are not specifically addressed herein (i.e., the Proposer places any conditions on performance of the scope of work, submits a counter proposal, etc.).

2. Proposal modifications after submission

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to the proposal due date.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, "Withdrawal and/or Resubmission of Proposals".

3. Withdrawal and/or Resubmission of Proposals

- a. Withdrawal deadlines

A Proposer may withdraw a proposal at any time before the proposal due date.
- b. Submitting a withdrawal request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Proposer.
- 2) Label and submit the withdrawal request using one of the following methods.

**U.S. Mail, Hand Delivery or
Overnight Express:**

Fax:

Withdrawal RFP 02-25804

Department of Health Services
Office of Medi-Cal Procurement
Attn: Subran Singh
600 North 10th Street, Room 240-C
P.O. Box 942732
Sacramento, CA 94234-7320

Withdrawal RFP 02-25804

Department of Health Services
Office of Medi-Cal Procurement
Attn: Subran Singh

Fax: (916) 323-7456

- 3) Proposers must call (916) 323-7406 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before DHS will return a proposal to a Proposer. DHS may grant an exception if the Proposer informs DHS that a new or replacement proposal will immediately follow the withdrawal.

c. Resubmitting a proposal

After withdrawing a proposal, Proposers may submit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

4. Contract award and appeals

a. Contract award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Proposer who earns the highest total score.
- 2) DHS shall award the contract only after DHS posts a Notice of Intent to Award for five (5) working days. DHS expects to post the Notice of Intent to Award before the close of business on June 30, 2003 at the following location:

Department of Health Services
Contract Management Unit
1800 3rd Street, Room 455
Sacramento, CA 95814

- 3) DHS will mail or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a proposal.

- 4) DHS will confirm the contract award to the winning Proposer after the deadline, if no appeals are filed, or following DHS's resolution of all appeals. DHS staff may confirm an award verbally or in writing.

b. Settlement of ties

In the event of a precise highest score tie between a certified small business and a certified DVBE, the contract will be awarded to the DVBE per Government Code Section 14838(f) et seq.

DHS will settle all other tied total scores by making an award to the Proposer who earns the highest score on the narrative portion of its Proposal. If the narrative portion of the Proposals are also tied, DHS will settle the tie in a manner that DHS determines to be fair and equitable (e.g., coin toss, lot drawing, etc.) with the affected parties present. In no event will DHS settle a tie by dividing the work among the tied Proposers.

c. Appeals

- 1) Who can appeal

Only Proposers that submit a timely proposal that complies with the RFP instructions may file an appeal.

- 2) Grounds for appeal

Appeals are limited to the grounds that DHS failed to correctly apply the standards for reviewing proposals in accordance with this RFP.

- 3) Appeal content

The written appeal must fully identify the issue(s) in dispute, the practice that the appellant believes DHS has improperly applied in making its award decision(s), the legal authority or other basis for the appellant's position, and the remedy sought.

- 4) How and when to submit an appeal

Written letters appealing DHS's final award selections must be received no later than **5:00 p.m. on July 7, 2003.**

Hand deliver, mail, or fax your appeal to the address below. Label, address, and submit a letter of appeal using one of the following methods.

**U.S. Mail, Hand Delivery or
Overnight Express:**

Appeal to RFP 02-25804
Dept. of Health Services
Attn: Donna Martinez, Chief
Office of Medi-Cal Procurement
600 North 10th Street, Room 240C
P.O. Box 942732
Sacramento, CA 94234-7320

Fax:

Appeal to RFP 02-25804
Dept. of Health Services
Office of Medi-Cal Procurement

Fax: (916) 323-7456

For faxed appeals

Call the following telephone number to confirm receipt of your fax transmission:

(916) 323-7406

5) **Appeal process**

Only timely and complete appeals that comply with the instructions herein may be considered. At its sole discretion, DHS reserves the right to collect additional facts or information to aid in the resolution of any appeal.

A Hearing Officer to be appointed by the Director or his/her designee shall review each timely and complete appeal and may resolve the appeal by either considering the contents of the written appeal letter or, at his/her discretion, by holding an oral appeal hearing. The oral appeal hearing will be an informal hearing in which the appellant makes an oral presentation describing the basis of its appeal, and the authority for the appeal, followed by questions if any, from the Hearing Officer.

The decision of the Hearing Officer shall be final and there will be no further administrative appeal.

Appellants will be notified of the decisions regarding their appeal in writing within fifteen (15) working days of receipt of the written appeal letter.

5. Disposition of proposals

- a. All materials submitted in response to this RFP will become the property of the Department of Health Services and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). DHS will disregard any language purporting to render all or portions of any proposal confidential.
- b. Proposals are public records upon the posting of a Notice of Intent to Award. However, the contents of all proposals, draft RFPs, correspondence, agenda, memoranda, working papers, or any other medium, which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the award is made. DHS shall hold the content of all working papers and discussions relating to a proposal confidential indefinitely, unless the public's interest is best served by disclosure because of its pertinence to a decision, agreement, or the evaluation of a proposal. A Proposer's disclosure of this subject is a basis for rejecting a proposal and ruling the Proposer ineligible to participate further in the bidding process.
- c. DHS may return a proposal to a Proposer at the Proposer's request and expense after DHS concludes the bid process.

6. Inspecting or obtaining copies of proposals

- a. Who can inspect or copy proposal materials

Any person or member of the public can inspect or obtain copies of any proposal materials.

- b. What can be inspected / copied and when
- 1) After DHS releases the RFP, any existing Proposers List (i.e., list of firms to whom the RFP is sent) is considered a public record and will be available for inspection or copying.
 - 2) After the Pre-Proposal Conference, the sign-in or attendance sheet is a public record and will be available for inspection or copying.
 - 3) On or after DHS posts the Notice of Intent to Award, all proposals, letters of intent, checklists and/or scoring/evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of proposal materials

Persons wishing to view or inspect any proposal or award related materials must identify the items they wish to inspect and must make an inspection appointment by contacting Subran Singh at (916) 323-7406.

Persons wishing to obtain copies of proposal materials may visit DHS or mail a written request to the DHS office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from State premises for the purposes of making copies.

Unless waived by DHS, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents** per page. DHS will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - RFP 02-25804

Department of Health Services
Office of Medi-Cal Procurement
Subran Singh
PO Box 942732
600 North 10th Street, Room 240-C
Sacramento, CA 94234-7320

7. Verification of Proposer information

By submitting a proposal, Proposers agree to authorize DHS to:

- a. Verify any and all claims made by the Proposer including, but not limited to, verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a Proposer or other resources known by the State to confirm the Proposer's business integrity and history of providing effective, efficient and timely services.

8. DHS rights

In addition to the rights discussed elsewhere in this RFP, DHS reserves the following rights.

a. RFP corrections

- 1) DHS reserves the right to do any of the following up to the proposal submission deadline:
 - a) Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
 - b) Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
 - c) Waive any RFP requirement or instruction for all Proposers if DHS determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
 - d) Allow Proposers to submit questions about any RFP change, correction or addenda. If DHS allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If this RFP is clarified, corrected, or modified, DHS will mail, fax or E-mail a written clarification notice and/or RFP addenda to all persons/firms to whom DHS sent this RFP. This information may also be by accessing the Department of General Services website: www.dgs.ca.gov/contracts.

If DHS decides, just before or on the proposal due date, to extend the submission deadline, DHS may choose to notify potential Proposers of the extension by fax, E-mail or by telephone. DHS will follow-up any verbal notice in writing by fax or by mail.

b. Collecting information from Proposers

- 1) If deemed necessary, DHS may request a Proposer to submit additional documentation during or after the proposal review and evaluation process. DHS will advise the Proposers orally, by fax or in writing of the documentation that is required and the timeline for submitting the documentation. DHS will follow-up oral instructions in writing by fax or mail. Failure to submit the required documentation by the date and time indicated may cause DHS to deem a proposal nonresponsive.
- 2) DHS, at its sole discretion, reserves the right to collect, by mail, fax or other method, the following omitted documentation and/or additional information:
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted RFP attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a Proposer.
 - d) Information/material needed to correct or remedy an immaterial defect in a proposal.
- 3) The collection of additional or modified Proposer documentation may cause DHS to extend the date for posting the Notice of Intent to Award. If

DHS changes the posting date, DHS will advise the Proposers, orally or in writing, of the alternate posting date.

c. Immaterial proposal defects

- 1) DHS may waive any immaterial defect in any proposal and allow the Proposer to remedy those defects. DHS reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.
- 2) DHS' waiver of an immaterial defect in a proposal shall in no way modify this RFP or excuse a Proposer from full compliance with all bid requirements.

d. Correction of clerical or mathematical errors

DHS reserves the right, at its sole discretion, to overlook, correct or require a Proposer to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal.

e. Right to remedy errors

DHS reserves the right to remedy errors caused by:

- 1) DHS office equipment malfunctions or negligence by agency staff,
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).
- 3) Any other catastrophic event beyond DHS' control.

f. No contract award or RFP cancellation

The issuance of this RFP does not constitute a commitment by DHS to award a contract. DHS reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of DHS to do so.

g. Contract amendments after award

As provided in the Public Contract Code governing contracts awarded by competitive bid, the DHS reserves the right to amend the contract after DHS makes a contract award.

h. Proposed use of subcontractors and/or independent consultants

Specific subcontract relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect DHS' right to approve personnel or staffing selections or changes made after the contract award.

i. Staffing changes after contract award

DHS reserves the right to approve or disapprove changes in key personnel that occur after DHS awards the contract.

P. Certification Clauses**1. Debarment and Suspension Certification**

- a. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
 - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 6) Will include a clause entitled "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- b. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the program funding this contract.

2. Lobbying Restrictions and Disclosure

- a. The Contractor certifies, to the best of its knowledge and belief, that:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Standard Form-LLL may be obtained from the State upon request or from various federal agencies or federally sponsored World Wide Web Internet sites.
 - 3) The Contractor shall require that the contents of this certification be collected from the recipients of all subawards, exceeding \$100,000, at all tiers (including subcontracts, subgrants, etc.) and shall be maintained for three years following final payment/settlement of those agreements.
- b. This certification is a material representation of fact upon which reliance was placed when this contract was made and/or entered into. The making of the above certification is a prerequisite for making or entering into this contract pursuant to 31 U.S.C. 1352 (45 CFR 93). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c. The Standard Form-LLL may be obtained from various federal agencies, federally sponsored World Wide Web Internet sites, and DHS, upon request, or may be copied from Exhibit D(F) entitled Special Terms and Conditions.

Q. Preference Programs

There are no preference program adjustments to proposals in this RFP.

R. Contract Terms and Conditions

The winning Proposer must enter a written contract that may contain portions of the Proposer's proposal (i.e., Technical Proposal Requirements response), Qualification Requirements, Scope of Work, standard contract provisions, the contract form, and the exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting contract.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause DHS to deem a Proposer non-responsible and ineligible for an award. DHS reserves the right to use the most recent version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between DHS and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, DHS will not accept alterations to Exhibits A through E, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective contractor. DHS may consider a proposal containing such provisions a "counter proposal" and DHS may reject such a proposal as nonresponsible.

1. Sample contract forms / exhibits

Exhibit Label	Exhibit Name
a. Exhibit A	Standard Agreement (Std. 213) (1 page) and Scope of Work with eighteen (18) Attachments
b. Exhibit B	Budget Detail and Payment Provisions
c. Exhibit C - View on-line.	General Terms and Conditions (GTC 103). View or download at this Internet site www.ols.dgs.ca.gov/standard+language/default.htm
d. Exhibit D(F)	Special Terms and Conditions
e. Exhibit E	Additional Provisions
f. Exhibit F	Contractor's Release (1 page)

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this RFP, but in DHS' opinion is necessary to successfully accomplish the scope of work, DHS will initiate a contract amendment to add that work. All terms and conditions appearing in the final contract including the capitation rates will apply to any additional work.

3. Resolution of language conflicts (RFP vs. final agreement)

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

RFP Attachments